

CLAUSE I-122 – SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (August 2002)

- (a) The Subcontractor shall keep on the work site a copy of the drawings and specifications and shall at all times give SURA access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to SURA, who shall promptly make a determination in writing. Any adjustment by the Subcontractor without such a determination shall be at its own risk and expense. SURA shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of SURA is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" SURA, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this subcontract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to SURA by the Subcontractor, lower-tier subcontractor, any lower-tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Subcontractor to explain in detail specific portions of the work required by the subcontract. SURA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this subcontract.
- (e) If this subcontract requires shop drawings, the Subcontractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with subcontract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to SURA without evidence of the Subcontractor's approval may be returned for resubmission. SURA will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate SURA's reasons therefore. Any work done before such approval shall be at the Subcontractor's risk. Approval by SURA shall not relieve the Subcontractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this subcontract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the subcontract requirements, the Subcontractor shall describe such variations in writing, separate from the drawings, at the time of submission. If SURA approves any such variation, SURA shall issue an appropriate subcontract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) The Subcontractor shall submit to SURA for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by SURA and one set will be returned to the Subcontractor.
- (h) This clause shall be included in all subcontracts at any tier.